REMARKS

1. <u>Introduction</u>

In the Office Action mailed July 20, 2009, the Examiner rejected claims 1-5 and 8-12 under 35 U.S.C. § 103(a) as being unpatentable over Jordan, U.S. Patent No. 6,416,409 ("Jordan") in view of Torango, U.S. Patent No. 6,435,968 ("Torango"). The Examiner rejected claims 6-7 and 13-14 under 35 U.S.C. § 103(a) as being unpatentable over Jordan and Torango, and further in view of Stoltz et al., U.S. Pub. No. 2003/009375 ("Stoltz").

In response, Applicant has cancelled claims 1-14 and added new claims 15-30.

For the reasons set forth below, Applicant requests reconsideration and allowance of the claims, as amended herein.

2. <u>Response to the rejections under § 103</u>

The Examiner rejected independent claims 1 and 8 (now cancelled) under § 103(a) as being unptatentable over Jordan in view of Torango. Applicant has now cancelled claims 1-14 and added new claims 15-30, of which claims 15 and 23 are independent, in order to define the claimed subject matter more clearly. Applicant submits that the new claims are clearly allowable over Jordan in view of Torango, as set forth below.

   a. **Claims 15-22**

In rejecting claim 8 (directed to a method), the Examiner alleged that Jordan teaches that a player is eligible to win awards from an accumulation account when the player is enrolled during a determined time interval, specifically citing to col. 2, line 16 – col. 4, line 20. *See* Office Action, pp. 2-3. In the section cited by the Examiner, Jordan discloses that a player makes a wager and plays a primary game to obtain either a conventional outcome or a bonus

outcome. *See* col. 2, lines 22-25. If the player obtains a bonus outcome, the player's gaming machine stores one of a plurality of bonus symbols. *See* col. 2, lines 25-31. A portion of each wager is accrued in an accrual pool. *See* col. 2, lines 32-33. When the accrual pool is equal to or greater than a bonus threshold, a system server selects a bonus indicator that corresponds to one of the plurality of bonus symbols, and gaming machines that display the selected bonus symbol are instructed to issue a bonus award. *See* col. 3, line 47 – col. 4, line 10. Thus, the Examiner equated the selection of a winning bonus symbol in Jordan with the function of selecting a winner of the lottery recited in cancelled claim 8.

But new claim 15 specifies that the contents of the accumulation account can be awarded in either of two ways. If the favorable outcome of the game of chance occurs during the defined time interval, the contents of the accumulation account are awarded to the player who obtained the favorable outcome. If the favorable outcome does not occur during the defined time interval, then an enrollment in the lottery is selected and the contents of the accumulation account are awarded to the player with the selected enrollment as winner of the lottery. Thus, in the method of claim 15, the contents of the accumulation account can be won either by obtaining the favorable outcome in the game of chance _or_ by winning the lottery. Jordan does not teach these two different ways of winning an award from an accumulation account because Jordan does not teach the "favorable outcome" manner of winning. Although Jordan teaches a "bonus outcome" in the primary game, the "bonus outcome" does not in and itself make the player a winner of a bonus award; it simply results in the gaming machine displaying a bonus symbol that may subsequently be selected for a bonus award. Thus, the "bonus outcome" in Jordan does not correspond to the "favorable outcome" recited in claim 15.

Moreover, Jordan teaches away from using the "bonus outcome" as a "favorable outcome" as recited in claim 15. In Jordan, the "bonus outcome" is what qualifies a player to win a bonus award (which the Examiner has regarded as winning a lottery). In contrast, claim 15 recites that a lottery winner is selected if a favorable outcome does *not* occur during the defined time period. Because Jordan teaches away from the method of claim 15, Applicant submits that claim 15 is clearly allowable over Jordan in view of Torango.

Accordingly, Applicant submits that claim 15 is allowable over Jordan in view of Torango for at least the foregoing reasons. Applicant further submits that claims 16-22 are allowable for at least the reason that these claims are dependent upon an allowable claim.

b.   **Claims 23-30**

In rejecting claim 1 (directed to a system), the Examiner alleged that Jordan teaches that a player is eligible to win awards from an accumulation account when the player is enrolled during a determined time interval, specifically citing to col. 2, line 16 – col. 4, line 20. *See* Office Action, pp. 2-3. But new claim 23 recites a "a lottery server in communication with the gaming server, wherein the lottery server is configured to … (v) if the favorable outcome of the game of chance does not occur during the defined time interval, select a winner of the lottery by randomly selecting one of the enrollments in the lottery, wherein the winner of the lottery is awarded the contents of the accumulation account." As discussed above for claim 15, Jordan teaches away from a method in which a lottery winner is selected if a favorable outcome does *not* occur during the defined time period. Thus, Jordan teaches away from a "lottery server" as recited in claim 23.

Accordingly, Applicant submits that claim 23 is allowable over Jordan in view of Torango for at least the foregoing reasons. Applicant further submits that claims 24-30 are allowable for at least the reason that these claims are dependent upon an allowable claim.

3.   Conclusion

Applicant submits that the present application is in condition for allowance, and notice to that effect is hereby requested. Should the Examiner feel that further dialog would advance the subject application to issuance, the Examiner is invited to telephone the undersigned at any time at (312) 913-0001.

Respectfully submitted,

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